

INTERIOR DESIGN AGREEMENT

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This Interior Design Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DESIGNER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [DESIGNER ADDRESS] ("**Designer**"); and

[CLIENT NAME], [an individual residing at / a [STATE] [ENTITY TYPE] with its principal place of business at] [CLIENT ADDRESS] ("**Client**").

Designer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Designer to provide interior design services for the property located at [PROJECT ADDRESS] (the "**Project**" and the "**Premises**"), and Designer wishes to provide those services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services and Phases

1.1 Services. Designer will provide the interior design services described in **Exhibit A** (the "**Services**") for the areas of the Premises identified there, with reasonable skill and care and in a professional manner consistent with generally accepted industry standards.

1.2 Design phases. Unless Exhibit A states otherwise, the Services proceed in phases: (a) **programming and concept**; (b) **schematic design and space planning**; (c) **design development**, including finishes, materials, and furnishings selections; (d) **documentation and specification**; and (e) **procurement and installation oversight**.

1.3 Deliverables. Designer will provide concept boards, drawings, finish and furniture schedules, and specifications appropriate to each phase (the "**Deliverables**"), in the format described in Exhibit A.

1.4 Not architectural or engineering services. Designer is not an architect or engineer and will not provide structural, mechanical, electrical, plumbing, or code-compliance design unless separately retained and licensed to do so. Where such services are needed, Client will retain appropriately licensed professionals.

2. Client Responsibilities

2.1 Access and information. Client will provide timely access to the Premises, accurate measurements or as-built information where available, and the decisions, approvals, and information Designer reasonably requires.

2.2 Approvals. Client will review and approve concepts, selections, and specifications in writing at each phase before Designer proceeds. Approved selections may not be changed without a change order.

2.3 Budget. Client will establish a project budget. Designer will use reasonable efforts to design within it but does not guarantee that actual costs, which depend on market prices and third parties, will match estimates.

2.4 **Other professionals.** Client is responsible for retaining and coordinating contractors, architects, engineers, and other trades, except as Exhibit A assigns that coordination to Designer.

3. Procurement and Purchases

3.1 **Procurement method.** Furniture, fixtures, and equipment ("FF&E") and materials will be purchased **[BY CLIENT DIRECTLY / BY DESIGNER ON CLIENT'S BEHALF / AS STATED IN EXHIBIT A]**.

3.2 **Designer purchases.** If Designer purchases FF&E on Client's behalf, Client will pay a deposit of **[PERCENTAGE]** of the purchase price plus applicable taxes, shipping, and handling before Designer places an order. Designer will not be obligated to advance its own funds.

3.3 **Pricing and markup.** Designer's pricing for procured items is **[RETAIL / COST PLUS [PERCENTAGE] / NET PLUS [PERCENTAGE]]** as stated in Exhibit A. Trade discounts, if any, belong to **[DESIGNER / CLIENT]** as stated there.

3.4 **Orders and returns.** Custom and special-order items are generally non-cancellable and non-returnable once ordered. Returns are subject to each vendor's policy, and restocking fees are Client's responsibility.

3.5 **Title and risk.** Title to and risk of loss for purchased items pass to Client on delivery to the Premises or to Client's designated receiver.

4. Fees and Payment

4.1 **Design fees.** Client will pay Designer **[FLAT FEE PER PHASE / HOURLY AT [RATE] / PERCENTAGE OF PROJECT COST]** for the Services as described in Exhibit A, in **[CURRENCY]**, exclusive of taxes.

4.2 **Retainer.** A retainer of **[AMOUNT]** is due on signing and is **[APPLIED TO THE FINAL INVOICE / APPLIED AS A CREDIT AGAINST FEES]**.

4.3 **Invoicing and payment.** Designer will invoice **[MONTHLY / ON PHASE COMPLETION]**. Client will pay each undisputed invoice within **[NUMBER]** days of the invoice date.

4.4 **Reimbursable expenses.** Client will reimburse reasonable, documented expenses such as travel, printing, samples, and delivery, with **[NO MARKUP / A [PERCENTAGE] ADMINISTRATIVE FEE]**.

4.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, and Designer may suspend Services and orders on **[NUMBER]** days' written notice.

5. Changes and Revisions

5.1 **Revisions.** Each phase includes **[NUMBER]** rounds of revisions. Additional revisions and changes to previously approved work are billed at Designer's hourly rate.

5.2 **Change orders.** A change to scope, budget, or schedule takes effect only when both Parties sign a written change order describing the change and its impact on fees and timeline.

5.3 **Site conditions.** If concealed or unforeseen conditions are discovered, Designer will notify Client, and any resulting change to scope, fees, or schedule will be handled by change order.

6. Schedule and Delays

6.1 **Schedule.** Designer will use reasonable efforts to perform on the schedule in Exhibit A. Dates are estimates that depend on Client approvals, vendor lead times, and contractor performance.

6.2 Delays outside control. Designer is not responsible for delays caused by Client, contractors, vendors, shipping, or events beyond Designer's reasonable control, and the schedule will be equitably adjusted.

7. Intellectual Property and Photography

7.1 Design ownership. Designer retains ownership of its concepts, drawings, specifications, and other design documents, which are instruments of service. Subject to full payment, Client receives a non-exclusive license to use the Deliverables solely to complete and maintain this Project.

7.2 No reuse. Client will not reuse the design documents for other projects or properties, or provide them to others for that purpose, without Designer's written consent.

7.3 Photography and credit. Designer may photograph the completed Project and use the images in its portfolio and marketing, and Client will reasonably credit Designer where the Project is publicized, unless Client opts out in writing.

8. Liability, Warranty, and Indemnification

8.1 Standard of care; no contractor warranty. Designer provides design services only and does not perform construction. Designer does not warrant the workmanship of contractors or the performance, quality, or availability of manufactured goods, which carry their own manufacturer warranties.

8.2 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

8.3 Liability cap. Except for the excluded matters in Section 8.5, Designer's total aggregate liability arising out of or related to this Agreement will not exceed the total design fees paid by Client to Designer.

8.4 Indemnification. Each Party will defend and indemnify the other against third-party claims arising from the indemnifying Party's gross negligence, willful misconduct, or breach of this Agreement, subject to prompt notice and reasonable cooperation.

8.5 Exclusions from limits. The limitations above do not apply to a Party's gross negligence, willful misconduct, or liability that cannot be limited under applicable law.

9. Term, Termination, and General Provisions

9.1 Term. This Agreement begins on the Effective Date and continues until the Services are complete, unless terminated earlier.

9.2 Termination. Either Party may terminate for convenience on [NUMBER] days' written notice, or immediately for a material breach not cured within [NUMBER] days of written notice. On termination, Client will pay for Services performed and non-cancellable orders placed through the effective date.

9.3 Independent contractor. Designer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.4 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability, waiver, and survival.** If any provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver. Sections 7, 8, and any others that by their nature should survive, survive termination.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DESIGNER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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